

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

x

THE CLEMENTINE COMPANY, LLC d/b/a THE  
THEATER CENTER; PLAYERS THEATRE  
MANAGEMENT CORP. d/b/a THE PLAYERS THEATRE;  
WEST END ARTISTS COMPANY d/b/a THE ACTORS  
TEMPLE THEATRE; SOHO PLAYHOUSE INC. d/b/a  
SOHO PLAYHOUSE; CARAL LTD. d/b/a BROADWAY  
COMEDY CLUB; DO YOU LIKE COMEDY? LLC d/b/a  
NEW YORK COMEDY CLUB,

*PARTIES*  
**STIPULATION OF  
SETTLEMENT**

20-CV-8899 (CM)

Plaintiff,

-against-

ERIC ADAMS, in his official capacity as Mayor of New York  
City,

Defendants.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: 9/27/2022

**WHEREAS**, plaintiffs commenced this action by filing a complaint on or about October 26, 2020, and subsequently filed the First Amended Complaint, alleging that the defendant violated plaintiffs' constitutional rights; and

**WHEREAS**, the defendant Mayor of the City of New York has denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, plaintiffs, Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club,<sup>1</sup> and defendant Eric Adams in his official capacity as Mayor of New York City have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

<sup>1</sup> Plaintiffs The Clementine Company, LLC d/b/a The Theater Center and West End Artists Company d/b/a The Actors Temple Theatre have not joined in this settlement agreement, and will proceed in this action against Eric Adams in his official capacity as the Mayor of the City of New York.

WHEREAS, plaintiffs Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club, have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All claims brought by plaintiffs Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club are hereby dismissed against defendant, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiffs Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club, collectively, the sum of **ONE (\$1.00) DOLLAR** in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiffs Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club agree to dismissal of all their claims against the defendant and to release defendant Mayor Eric Adams, former Mayor Bill de Blasio; the City of New York; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation

of plaintiffs' civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs Players Theatre Management Corp. d/b/a/ The Players Theatre, SOHO Playhouse Inc. d/b/a SOHO Playhouse, Caral Ltd. d/b/a Broadway Comedy Club, and Do You Like Comedy? LLC d/b/a New York Comedy Club shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007, a General Release executed by each settling plaintiff in the form provided by counsel for defendant and agreed upon by plaintiff, based on the terms of paragraph "2" above.

4. Nothing contained herein shall be deemed to be an admission by the defendant or the City of New York that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

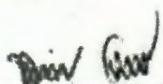
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: September 26, 2022

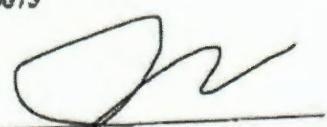
PACIFIC LEGAL FOUNDATION  
*Attorneys for Plaintiffs*  
930 G Street  
Sacramento, California 95814  
(916) 419-7111

By:

  
Daniel M. Ortner  
*Attorney for Plaintiffs*

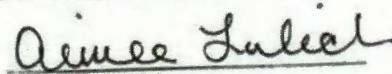
THE MERMIGIS LAW GROUP, P.C.  
85 Cold Spring Road, Suite 200  
Syosset, New York 11791  
(516) 353-0075

By:

  
James G. Mermigis  
*Attorney for Plaintiffs*

HON. SYLVIA O. HINDS-RADIX  
Corporation Counsel of the  
City of New York  
*Attorney for Defendant*  
100 Church Street, S-143  
New York, New York 10007

By:

  
Aimee K. Lulich  
*Senior Counsel*

9/26/2022  
